



Revision number:

Purchasing Agent: Reed Taylor

Phone #: (801) 538-3709

Email: [rtaylor@utah.gov](mailto:rtaylor@utah.gov)**Item: Gasoline and Diesel for Wayne County**

Vendor: 72570E A

Ken Bettridge Dist. Inc  
386 North 100 West  
Cedar City UT 84720

Remit to: 72570E

Ken Bettridge Dist. Inc  
PO Box 338  
Cedar City UT 84721-0338

Internet Homepage:

General Contact:

Telephone:

Fax number:

Email:

Stacey Bettridge

(435) 586-2411

(435) 586-6950

[Stacey@kboil.net](mailto:Stacey@kboil.net)

Usage Report Contact:

Telephone:

Fax number:

Email:

Reporting Type:

Line-Item

Brand/trade name:

Phillips

Price:

See Attached Price List

Terms:

Net 30

Effective dates:

05/05/06 through 05/04/08

Potential renewal options remaining:

Two 2- year

Days required for delivery:

24 Hours

Price guarantee period:

Length of Contract

Freight:

N/A

Minimum order:

None

Min shipment without charges:

N/A

Other conditions:

Price Method A

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**THIS IS A NEW CONTRACT.****BID NO. RT6606**

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This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



**PRICING:**

(A) = PER GALLON MARK-UP (IN CENTS) ABOVE THE UNBRANDED DAILY RACK PRICE FOR A SPECIFIC BRAND OF FUEL AS DISTRIBUTED BY THE JOBBER/DISTRIBUTOR.

(B) = PER GALLON MARK-UP (IN CENTS) ABOVE THE BRANDED WEEKLY "OPIS" AND CONFIRMED FOR THE WEEK OF DELIVERY TO BE BASED ON BASE RACK PRICE FOR A PARTICULAR BRAND OF FUEL AS DISTRIBUTED BY THE JOBBER/DISTRIBUTOR.

(C) = PER GALLON MARK-UP (IN CENTS) ABOVE THE WEEKLY AVERAGE "OPIS" FOR ALL REPORTED RACK PRICES FOR SALT LAKE.

Billing Info: This vendor will bill GROSS through the length of the contract.

**ADDITIONAL PRICING AND INVOICING INFORMATION:**

- 1- Pricing will be F.O.B. the DESTINATION OF ALL LOCATIONS within the counties awarded to vendor.
- 2- The State reserves the right to adjust any invoice that reflects incorrect pricing.
- 3- Both the UST and Superfund are to be line items on invoices, and are not included in the bid price. All federal and state taxes, surcharges, and charges for fuel additives are not to be included in the rack or OPIS price but are to be itemized separately on the invoice.
- 4- Invoices are to be submitted with bill of lading and OPIS verification, any invoices received without these two items will be returned to vendor.

**ORDER QUANTITIES**

Order quantities of gasoline, diesel fuel and fuel oil can be combined to achieve small quantity, tank quantity, transport quantity or large transport quantities at the discretion of the person ordering.

Contractor should receive a purchase order prior to delivering the fuel. If ordering agency is a member of the fuel network, the contractor will FAX a copy of the bill of lading within 24 hours following delivery. The FAX number is 801-538-1773. For orders outside the fuel network, notification can be as determined between contractor and ordering entity if such notification is deemed necessary.

**REPORTS**

The contractor will submit quarterly reports to [salesreports@utah.gov](mailto:salesreports@utah.gov) showing quantities and dollar volume of purchases by each agency and political subdivision. This report will be due by 07/31/06.



Ken Bettridge		Fuel Brand	Days for Delivery	Price Method	B-20 Bio Diesel Mrkup			
		Phillips	1	A	N/A			
	Diesel 1& 2	Diesel 1& 2	Diesel 1& 2	Diesel 1& 2	Gas 85,88,	Gas 85,88,	Gas 85,88,	Gas 85,88,
					90 Octane	90 Octane	90 Octane	90 Octane
				Greater Than				Greater Than
	0 to 500	501 to 2000	2000 to 6000	6000	0 to 500	501 to 1000	1001 to 6000	6000
Wayne County	0.14	0.12	0.10	Sinclair	0.14	0.12	0.10	Sinclair

**FI-NET COMMODITY CODE(S): FOR AGENCY USE ONLY**

40509350000 - Diesel Fuel (Motor Fuel)  
40515600000 - Gasoline, Regular  
40515850000 - Gasoline, Unleaded Regular  
40515900000 - Gasoline, Unleaded Super  
90634000000 - Freight Handling; Materials Handling

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**REVISION HISTORY:**



## State of Utah

JON M. HUNTSMAN, JR.  
*Governor*

GARY R. HERBERT  
*Lieutenant Governor*

### Department of Administrative Services

D'ARCY DIXON PIGNANELLI

*Executive Director*

### Division of Purchasing and General Services

DOUGLAS G. RICHINS, C.P.M.

*Division Director*

Attn: Ken Bettridge Dist. Inc  
386 N 100 W  
Cedar City UT 84720

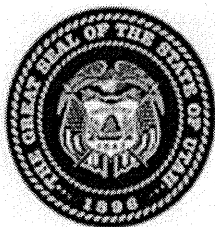
Subject: Award of Contract PD2005

The State of Utah is pleased to inform you that your company has been awarded State Cooperative Contract **PD2005** as a result of solicitation number **RT6606**.

Attached is a copy of the contract information summary which state agencies and political subdivisions can access at <http://www.purchasing.utah.gov/statewidecontracts/>. The files are listed under the State Cooperative Contract number listed above. A full contract file representing the entire agreement can also be viewed at the above link. It is important that you read all documents to verify prices, terms and conditions, contact numbers, email addresses, etc. If you discover any errors please notify me immediately.

Please be advised that a usage report must be furnished by your company each quarter as outlined in the attached letter. Timely submittal of these reports are an important part of your contract obligations.

We look forward to our successful partnership. Please contact me if you have any questions about the above information.

Vendor: **Ken Bettridge Dist. Inc.**

# State of Utah Invitation to Bid State Cooperative Contract

72570E-A

Company Name <b>Ken Bettridge Dist. Inc.</b>		Federal Tax Identification Number <b>87-044-0628</b>	
Ordering Address <b>386 North 100 West</b>	City <b>Cedar City</b>	State <b>UT</b>	Zip Code <b>84720</b>
Remittance Address (if different from ordering address) <b>PO Box 338</b>	City <b>Cedar City</b>	State <b>UT</b>	Zip Code <b>84721-0338</b>
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person <b>Stacey Bettridge</b>	
Telephone Number (include area code) <b>435-586-2411</b>	Fax Number (include area code) <b>435-586-6950</b>	Email Address <b>stacey@kboil.net</b>	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
Brand/Trade Name <b>Phillips</b>		Price Guarantee Period (see attached specifications for any required minimums)	
Minimum Order		Company's Internet Web Address	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> . If no, enter where produced, etc.			
Offeror's Authorized Representative's Signature  <i>SIGNED ELECTRONICALLY</i>		Print or type name and title <b>Stacey Bettridge Corp. Sec.</b>	Date <b>03/30/2006</b>
State of Utah Division of Purchasing Approval Douglas G. Richins, Director <i>D. Richins</i>		Date <b>5/4/06</b>	Contract Number

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

## Ken Bettridge Dist. Inc.

Bid Contact Stacey Bettridge  
[stacey@kboil.net](mailto:stacey@kboil.net)  
 Ph 435-586-2411

Address PO Box 338  
 Cedar City, UT 84721

Item #	Line	Item Notes	0 to 500 Gallons Gasoline	501 to 2000 Gasoline	2001 to 6000 Gasoline	0 to 500 Diesel	501 to 2000 Diesel	2001 to 6000 Diesel	Attch.	Docs
RT6606-1-01	Wayne County Fuel Mark- up	Supplier Product Code: Pricing method A B or C : A Fuel Brand: Phillips 66 Days to Deliver: 1 day	First Offer - \$0.14	\$0.12	\$0.10	\$0.14	\$0.12	\$0.10		Y
Vendor Total										\$0.72

Vendor: **Ken Bettridge Dist. Inc.**

## STATE OF UTAH



### **SOLICITATION NO. RT6606**

Gasoline and Diesel Wayne County

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RESPONSES ARE DUE PRIOR TO:

May 3, 2006 2:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.rfpdepot.com](http://www.rfpdepot.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

**1. SUBMITTING THE BID:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC ([www.rfpdepot.com](http://www.rfpdepot.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

**2. BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

**3. FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

**6. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**7. AWARD OF CONTRACT:** (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract



the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted [www.purchasing.utah.gov/BidProcessing/BidTabulations.asp](http://www.purchasing.utah.gov/BidProcessing/BidTabulations.asp). (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**8. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**9. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision: 2 February 2006 - ITB Instructions)

## Bid #RT6606 - Gasoline and Diesel Wayne County

Creation Date Apr 17, 2006

End Date May 3, 2006 2:00:00 PM MDT

Start Date Apr 19, 2006 1:51:32 PM MDT

Awarded Date Not Yet Awarded

RT6606-1-01 Wayne County Fuel Mark-up								
Vendor	0 to 500 Gallons Gasoline	501 to 2000 Gasoline	2001 to 6000 Gasoline	0 to 500 Diesel	501 to 2000 Diesel	2001 to 6000 Diesel	Attch.	Docs
<a href="#">Ken Bettridge Dist. Inc.</a>	First Offer - \$0.14	\$0.12	\$0.10	\$0.14	\$0.12	\$0.10		Y
Agency Notes:		Supplier Product Code: Vendor Notes: Pricing method A B or C : A Fuel Brand: Phillips 66 Days to Deliver: 1 day						
<a href="#">BRIAN FARM SERVICE CENTER</a>	First Offer - \$0.17	\$0.15	\$0.14	\$0.17	\$0.15			
Agency Notes:		Supplier Product Code: Vendor Notes: Pricing method A B or C : abc Fuel Brand: sinclair Days to Deliver: 2 days						
<a href="#">B C L DISTRIBUTING CO.</a>	First Offer -	\$0.20	\$0.20		\$0.20			
Agency Notes:		Supplier Product Code: Vendor Notes: Pricing method A B or C : A Fuel Brand: SINCLAIR Days to Deliver: 5 WORKING						

### Vendor Totals

<a href="#">Ken Bettridge Dist. Inc.</a>		\$0.72
Bid Contact	Stacey Bettridge <a href="mailto:stacey@kboil.net">stacey@kboil.net</a> Ph 435-586-2411	Address PO Box 338 Cedar City, UT 84721
Agency Notes:		Vendor Notes:
<a href="#">BRIAN FARM SERVICE CENTER</a>		\$0.92
Bid Contact	SHANE BRIAN <a href="mailto:harjbri@yahoo.com">harjbri@yahoo.com</a> Ph 435-836-2884 Fax 435-836-2470	Address 33 EAST 300 SOUTH LOA, UT 84747
Vendor Code 112308		
Agency Notes:		Vendor Notes:
<a href="#">B C L DISTRIBUTING CO.</a>		\$0.80
Bid Contact	CARL HUNT <a href="mailto:bcldist@citlink.net">bcldist@citlink.net</a> Ph 435-678-3311	Address 1261 So. MAIN BLANDING, UT 84511-3204
Vendor Code 25279		
Agency Notes:		Vendor Notes:

\* \* All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the

# STATE OF UTAH



## **SOLICITATION NO. RT6606**

Gasoline and Diesel Wayne County

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RESPONSES ARE DUE PRIOR TO:

May 3, 2006 2:00:00 PM MDT

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RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

[www.rfpdepot.com](http://www.rfpdepot.com)

RESPONSES MAY BE MAILED OR DELIVERED TO:

State of Utah  
Division of Purchasing  
3150 State Office Building, Capitol Hill  
Salt Lake City, Utah 84114-1061

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## Bid RT6606 Gasoline and Diesel Wayne County

Bid Number RT6606  
Bid Title Gasoline and Diesel Wayne County

Bid Start Date Apr 19, 2006 1:51:32 PM MDT  
Bid End Date May 3, 2006 2:00:00 PM MDT

Bid Contact Reed Taylor  
801-538-3709  
rtaylor@utah.gov

Contract Duration 2 years  
Contract Renewal 4 annual renewals  
Prices Good for 1 year

Bid Comments This is a re-bid of the State Contract for Gasoline and Diesel for Wayne county. Quantities over 6000 have already been awarded to Sinclair.  
Added on May 2, 2006:  
Info that might help in bid. This only address the DOT sites in Loa and Hanksville. The Dot sites for Loa have two 3500 gallon tanks. One for Diesel the other UL. Hanksville has two tanks. Diesel is 3400 gallons and UL is 2600 Gallons. Since Jan 1, 2006, Loa has received 800 gallons UL and 4300 diesel in two deliveries. Hanksville recived 800 gallons UL and 5200 gallons Diesel in two deliveries during the same time frame.

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Changes made on May 2, 2006 1:58:37 PM MDT

Previous Add. Offer Fields

New Add. Offer Fields

Pricing method A B or C  
Fuel Brand  
Days to Deliver

Changes were made to the following items:

[Pricing Method A, B, or C](#)  
[Fuel Brand](#)  
[Days to Deliver](#)

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### Item Response Form

Item RT6606-1-01 - Wayne County Fuel Mark-up

	0 to 500 Gallons Gasoline	501 to 2000 Gasoline	2001 to 6000 Gasoline	0 to 500 Diesel	501 to 2000 Diesel	2001 to 6000 Diesel
Wayne County Fuel Mark-up						

Pricing method A B or C

Fuel Brand

Days to Deliver

Delivery Location State of Utah

No Location Specified

Qty 1

Description  
Wayne County

## **Standard Contract Terms and Conditions State of Utah, State Cooperative Contract**

**1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

**3. LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction proposed and furnished under this contract will comply fully with all applicable Federal and State laws and regulations.

**4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**5. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**6. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

**7. INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

**8. EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**9. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**10. RENEGOTIATION OR MODIFICATIONS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing. Automatic renewals will not apply to this contract.

**11. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

**12. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all

accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

**13. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

**14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. Unless otherwise specified by the State, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without transportation charges.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the

period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust or return any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**27. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Solicitation, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary



information, or copyright information.

**36. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

**37. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**38. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: State of Utah Standard Contract Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. Additional State Terms and Conditions; 4. Contractor Terms and Conditions.

**39. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**40. ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

Revision date: 2 Feb 2006



# State of Utah

## Invitation to Bid

### State Cooperative Contract

Company Name _____		Federal Tax Identification Number _____	
Ordering Address _____	City _____	State _____	Zip Code _____
Remittance Address (if different from ordering address) _____	City _____	State _____	Zip Code _____
Type <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Government		Company Contact Person _____	
Telephone Number (include area code) _____	Fax Number (include area code) _____	Email Address _____	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) _____		Days Required for Delivery After Receipt of Order (see attached for any required minimums) _____	
Brand/Trade Name _____		Price Guarantee Period (see attached specifications for any required minimums) _____	
Minimum Order _____		Company's Internet Web Address _____	
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="radio"/> No <input type="radio"/> . If no, enter where produced, etc. _____			
Offeror's Authorized Representative's Signature _____		Print or type name and title _____	Date _____
State of Utah Division of Purchasing Approval Douglas G. Richins, Director		Date _____	Contract Number _____

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

## INVITATION TO BID - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

**1. SUBMITTING THE BID:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that bids be submitted electronically. Electronic bids may be submitted through a secure mailbox at RFP Depot, LLC ([www.rfpdepot.com](http://www.rfpdepot.com)) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their bid reaches RFP Depot, LLC before the closing date and time. There is no cost to the supplier to submit Utah's electronic bids via RFP Depot, LLC. (b) If the supplier chooses to submit the bid directly to the DIVISION in writing: The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Bid Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. Unit price will govern, if there is an error in the extension. Written bids will be considered only if it is submitted on the forms provided by the DIVISION. (c) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (d) Facsimile transmission of bids to DIVISION will not be considered.

**2. BID PREPARATION:** (a) Delivery time is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (c) By submitting the bid the supplier certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (d) This bid may not be withdrawn for a period of 60 days from bid due date.

**3. FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.

**4. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**5. PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their bid which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the DIVISION.

**6. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**7. AWARD OF CONTRACT:** (a) The contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly. The name of each bidder and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. The DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if

the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (h) Bid tabulations and awards are posted [www.purchasing.utah.gov/BidProcessing/BidTabulations.asp](http://www.purchasing.utah.gov/BidProcessing/BidTabulations.asp). (i) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

**8. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the State of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

**9. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.

**10. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision: 2 February 2006 - ITB Instructions)

## SPECIAL TERMS AND CONDITIONS

### Gasoline, Diesel, Fuel Oil

#### 1.0 TERMS AND CONDITIONS

- 1.1 “Fuel Network” is comprised of public entities for which the Division of Fuels, for the State of Utah, purchases fuel. Many other entities use the fuel contracts but are not part of the Fuel Network.
- 1.2 Pricing option “gross” is defined is the actual volumetric quantity.

#### 2.0 ORDER QUANTITIES

- 2.1 Order quantities for gasoline, diesel fuel, and fuel oil can be combined to achieve small quantity, tank quantity and transport quantity amounts at the discretion of the ordering agency unless it is specifically noted otherwise in the bid submission. The combining of quantities to achieve quantity discounts is for one geographical location and does not presume that the contractor must make several fuel drops at different locations.
- 2.2 The ordering agency will determine the amount of fuel to be delivered by the vendor. This will enable the agency to take full advantage of the quantity discounts. Only in the specific case where it can be verified that the ordering agency placed an incorrect fuel order will the vendor be allowed to change the ordering quantity specified.
- 2.3 Minimum order quantities are covered in the 0-500 gal. bid bracket on the bid sheet.

#### 3.0 ORDERING, PAYMENT, AND INVOICING FOR FUEL NETWORK

- 3.1 Contractor should receive a Purchase Order Prior to delivering the Fuel. If ordering agency is a member of the fuel network, the Contractor will FAX a copy of the bill of lading within 24 hours following delivery. The FAX number is 801-538-1773. For orders outside the fuel network, notification can be as determined between contractor and ordering entity if such notification is deemed necessary. See Attachment A for the fuel network membership list.
- 3.2 Invoices are to be submitted with OPIS verification. Any Invoices received without the OPIS verification will be returned to vendor. Pricing option will be for actual amount delivered (Goss Amount). Delivery trucks should be able to meter amount dispensed from truck.
- 3.3 All federal and state taxes, surcharges, and charges for fuel additives are not to be included in the rack or OPIS price but are to be itemized separately on the invoice. The vendor may combine the Rack Price with Vendor Mark up; however, the State prefers that the two are broken out as illustrated below. The following is an example of a preferred invoice brake down.

Commodity cost (rack price according to OPIS)	\$ _____
Vendor mark up	\$ _____
Fuel Additives (as additional cost per/gallon if not Already included in rack price)	\$ _____
Total	\$ _____
Utah Diesel Tax (Total Gallons X \$.245)	\$ _____
UST for Gas and Diesel (Total Gallons X \$.005)	\$ _____
Fed LUST Tax Gas and Diesel (total Gallons X \$.001)	\$ _____
Grand Total	\$ _____

An **Example** of how to calculate the fuel additive cost for 100 gallons of Diesel sold to the State during the winter that cost the jobber a total of \$2 would be  $100/2 = .02$  cents per gallon. If additive is already included in the rack price, then there would be no need to separate the cost out.

- 3.4 Pricing will be f.o.b. the destination for all locations within the county listed on the bid form. Some exceptions are noted on the bid form.
- 3.5 The state reserves the right to adjust any invoice that reflects incorrect pricing.
- 3.5 Pricing will be based on the amount delivered or gross amount.
- 3.6 If agency orders a certain amount of gas for a particular site and the contractor is only able to deliver part of the order or must make two trips to fill the order, the invoice will reflect the discounts for the entire amount ordered. Example: If an agency orders 4000 gallons and the contractor delivers 3500 one day and 500 the next, the invoice will reflect the quantity discount for the 4000 gallons ordered.
- 3.7 Biomass will be a B20 blend and will be shown on the bid sheet as an additional cents per gallon markup or mark down in the space provided. This amount would indicate the cents per gallon that would be added to or subtracted from what the vendor bid as his markup for the various quantities of Diesel.
- 3.8 Vendor will guarantee mark up amount for a period of one year.
- 4.0 ADDITIVES AND OCTANE RATING
- 4.1 All unleaded fuel will be bid and supplied to include IVD additive and other additives as required by law.

4.2 All gasoline fuels delivered will have octane ratings notated as levels established by the refiner. Fuels will be periodically tested by the State Agriculture Motor Fuels Testing Lab for octane and volatility levels. Failure fuels to meet grade and quality standards my result in cancellation of the contract.

4.3 Gasoline and diesel delivered to state will meet all current ATMS specifications/standards and meet all federal and state regulations and/or requirements.

## 5.0 DELIVERY

There are some locations in San Pete and San Juan Counties which require driving a considerable distance to deliver fuel. Those locations are noted on the bid sheet and vendors can bid those specific locations. The cost of transporting fuel to those locations must be included in the vendor Mark Up amount.

## 6.0 AWARD & INSURANCE

The State of Utah reserves the right to award multiple contracts within a geographical area if it is determined to be in the best interest of the state.

*I added the statement in red as an addendum in the comments section.*

State will award based on low bid per category with the following exception for the “0-500 gallon category. Because the volumes are small in this category, the bid amounts in the first two categories (0 to 500 and 501 to 2000) may be added together to determine low bid.

Vendors who are awarded a contract are required to carry the amount of liability and other insurance specified by state and federal law and may be required to submit proof of insurance.

## 7.0 REPORTS

It is mandatory that reports be provided quarterly to the Division of Purchasing, Sales and Usage Report coordinator Michael Rigby at [mrigby@utah.gov](mailto:mrigby@utah.gov). The report will indicate the quantity and dollar amounts of fuel that were delivered to each agency/political subdivision/school district. Examples would be Logan City, University of Utah, Salt Lake County, UDOT, Public Safety, Natural Resources, and Jordan School District.

Reports will be for quarterly increments (January-March; April-June, July-Sept, and Oct-Dec) and will be due 30 days following quarter end. The first report will be due July 31<sup>st</sup>, 2006.

Failure to submit reports will result in the suspension of contract and may result in the contract being terminated. The reports are to be submitted by email in electronic format. Report forms will be sent by email to vendor.

## 8.0 QUANTITY ESTIMATES

The vendors holding the current cooperative contracts have reported usage for the previous fiscal year ending on June 30, 2005 as follows:

CONTRACT NO.	AMOUNT	COUNTY
PD 1327	\$596,650	Grand, San Juan
PD1328	\$49,994	Emery
PD 1329	\$485,524	Sanpete
PD 1330	\$21,231 (3 Quarters)	Emery, Juab, Tooele
PD 1331	\$215,496	Davis, Morgan
PD 1332	\$3,486,779	Box Elder, Millard, Salt Lake, Utah, Weber
PD 1333	\$530,879 (2 Quarters)	Cache, Davis, Morgan, Summit, Tooele, Wasatch
PD 1334	\$376,356 (3 Quarters)	Carbon, Dagget, Duchesne, Wayne
PD 1335	\$998,325	Beaver, Garfield, Iron, Kane, Piute, Sevier, Washington, Wayne
PD 1336	\$5,205,997	All counties except San Juan

The state web site at [www.purchasing.utah.gov](http://www.purchasing.utah.gov) has a search feature under the “State Contracts” tab that will allow you to find the above contacts. Type the word “Diesel in the first box on the search page and all the fuel contracts will be displayed. Bidder can see the details of each of these contracts.

#### 9.0 CONTRACT TERM

This is a contract for furnishing the State of Utah, its departments, agencies and institutions as well as other public entities with the fuels listed for the contract period of two years with an option to renew for an additional two, two-year terms.

#### 10. BID SUBMISSION AND BID SHEET INSTRUCTIONS

The bid may be returned in hard copy to the state, (Division of Purchasing; State Office Building, Capitol Hill; Salt Lake City, Utah 84114-1061) by the times indicated on the bid. Bid number must be on envelop.

However, electronic bids will become the only method accepted in the near future and it would be preferred that this bid be submitted electronically through the RFP Depot system.

In the column labeled “Pricing Method” in the bid matrix below, the bidder will designate one of the three rack price options being used to determine the rack price.

- A. Per gallon mark up in cents above the unbranded daily rack price for a specific brand of fuel as distributed by the jobber/distributor.



- B. Per gallon mark up in cents above the branded weekly OPIS and confirmed for the week of delivery. To be based on the base rack price for a particular brand of fuel as distributed by the jobber/distributor.
- C. Per gallon mark up in cents above the weekly average OPIS for all reported rack prices for Salt Lake City.

**IMPORTANT:** The bid price/mark up from OPIS is entered into the matrix for the various types of fuels and should not include any state or federal, or superfund tax.